

Tina Wolfson, SBN 174806  
*twolfson@ahdootwolfson.com*  
**AHDOOT & WOLFSON, PC**  
1016 Palm Avenue  
West Hollywood, CA 90069  
Tel: (310) 474-9111  
Fax: (310)-474-8585

Daniel S. Robinson, SBN 244245  
*drobinson@rcrsd.com*  
**ROBINSON CALCAGNIE ROBINSON  
SHAPIRO DAVIS, INC.**  
19 Corporate Plaza Drive  
Newport Beach, CA 92660  
Tel: (949) 720-1288  
Fax: (949) 720-1292

*Interim Co-Lead Counsel for the  
Plaintiff Class*

Richard Grabowski, SBN 125666  
*rgrabowski@jonesday.com*  
John A. Vogt, SBN 198677  
*Javogt@jonesday.com*  
Edward S. Chang, SBN 241682  
*echang@jonesday.com*  
**JONES DAY**  
3161 Michelson Drive, Suite 800  
Irvine, CA 92612-4408  
Tel: (949) 851-3939  
Fax: (949)-663-75389  
  
*Attorneys for Defendants*  
**EXPERIAN HOLDINGS, INC., and  
EXPERIAN INFORMATION  
SOLUTIONS, INC.**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

**IN RE EXPERIAN DATA BREACH  
LITIGATION**

No. SACV 15-1592 AG (DFMx)

Hon. Andrew J. Guilford

**STIPULATED AMENDED  
PROTECTIVE ORDER**

1           **1. PURPOSE AND LIMITS OF THIS ORDER**

2  
3           Discovery in this action is likely to involve confidential, proprietary, or private  
4 information requiring special protection from public disclosure and from use for any  
5 purpose other than this litigation. Thus, the Court enters this Protective Order. This  
6 Order does not confer blanket protections on all disclosures or responses to discovery,  
7 and the protection it gives from public disclosure and use extends only to the specific  
8 material entitled to confidential treatment under the applicable legal principles. This  
9 Order does not automatically authorize the filing under seal of material designated  
10 under this Order. Instead, the parties must comply with L.R. 79-5.1 if they seek to file  
11 anything under seal. This Order does not govern the use at trial of material designated  
12 under this Order.

13  
14           **2. DESIGNATING PROTECTED MATERIAL**

15  
16           **2.1 Over-Designation Prohibited.** Any party or non-party who designates  
17 information or items for protection under this Order as “CONFIDENTIAL” or  
18 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” (a “designator”) must  
19 only designate specific material that qualifies under the appropriate standards. To the  
20 extent practicable, only those parts of documents, items, or oral or written  
21 communications that require protection shall be designated. Designations with a higher  
22 confidentiality level when a lower level would suffice are prohibited. Mass,  
23 indiscriminate, or routinized designations are prohibited. Unjustified designations  
24 expose the designator to sanctions, including the Court’s striking all confidentiality  
25 designations made by that designator. Designation under this Order is allowed only if  
26 the designation is necessary to protect material that, if disclosed to persons not  
27 authorized to view it, would cause competitive or other recognized harm. Material may  
28 not be designated if it has been made public, or if designation is otherwise unnecessary

1 to protect a secrecy interest. If a designator learns that information or items that it  
 2 designated for protection do not qualify for protection at all or do not qualify for the  
 3 level of protection initially asserted, that designator must promptly notify all parties  
 4 that it is withdrawing the mistaken designation.

5  
 6 **2.2 Manner and Timing of Designations.** Designation under this Order  
 7 requires the designator to affix the applicable legend (“CONFIDENTIAL” or  
 8 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”) to each page that  
 9 contains protected material. For statements made during depositions or proceedings  
 10 that qualify for protection under this order, the designator shall specify all protected  
 11 statements and the level of protection being asserted. It may make that designation  
 12 during the deposition or proceeding, or may invoke, on the record or by written notice  
 13 to all parties on or before the next business day, a right to make the designation within  
 14 28 days from receipt of the transcript for such proceeding or the rough transcript for  
 15 the deposition.

16 **2.2.1** A party or non-party that makes original documents or materials  
 17 available for inspection need not designate them for protection until after the  
 18 inspecting party has identified which material it would like copied and  
 19 produced. During the inspection and before the designation, all material shall be  
 20 treated as HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY. After the  
 21 inspecting party has identified the documents it wants copied and produced, the  
 22 producing party must, within 28 days of such identification, designate the  
 23 documents, or portions thereof, that qualify for protection under this Order.

24 **2.2.2** Parties shall give advance notice if they expect a deposition or other  
 25 proceeding to include designated material so that the other parties can ensure  
 26 that only authorized individuals are present at those proceedings when such  
 27 material is disclosed or used. The use of a document as an exhibit at a deposition  
 28 shall not in any way affect its designation. Transcripts containing designated

material shall have a legend on the title page noting the presence of designated material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated, and the level of protection being asserted. The designator shall inform the court reporter of these requirements. Prior to the expiration of the period for designation, all deposition and proceeding transcripts for which a party has provided notice of intent to designate shall be treated during that period as if it had been designated **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** unless otherwise agreed. After the sooner of designation or the expiration of the period for designation, the transcript shall be treated only as actually designated.

**2.3 Inadvertent Failures to Designate.** An inadvertent failure to designate does not, standing alone, waive protection under this Order. Upon timely assertion or correction of a designation, all recipients must make reasonable efforts to ensure that the material is treated according to this Order.

### **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

All challenges to confidentiality designations shall proceed under L.R. 37-1 through L.R. 37-4.

### **4. ACCESS TO DESIGNATED MATERIAL**

**4.1 Basic Principles.** A receiving party may use designated material only for this litigation. Designated material may be disclosed only to the categories of persons and under the conditions described in this Order.

**4.2 Disclosure of CONFIDENTIAL Material Without Further Approval.** Unless otherwise ordered by the Court or permitted in writing by the designator, a receiving party may disclose any material designated CONFIDENTIAL only to:

1           **4.2.1** The receiving party's outside counsel of record in this action and  
 2 employees of outside counsel of record to whom disclosure is reasonably  
 3 necessary;

4           **4.2.2** The officers, directors, and employees of the receiving party to  
 5 whom disclosure is reasonably necessary, and who have signed the Agreement  
 6 to Be Bound (Exhibit A);

7           **4.2.3** Experts retained by the receiving party's outside counsel of record  
 8 to whom disclosure is reasonably necessary, and who have signed the  
 9 Agreement to Be Bound (Exhibit A);

10           **4.2.4** The Court and its personnel;

11           **4.2.5** Outside court reporters and their staff, professional jury or trial  
 12 consultants, and professional vendors to whom disclosure is reasonably  
 13 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

14           **4.2.6** During their depositions, witnesses in the action to whom  
 15 disclosure is reasonably necessary and who have signed the Agreement to Be  
 16 Bound (Exhibit A); and

17           **4.2.7** The author or recipient of a document containing the material, or a  
 18 custodian or other person who otherwise possessed or knew the information.  
 19

20           **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES**  
 21 **ONLY Material Without Further Approval.** Unless permitted in writing by the  
 22 designator, a receiving party may disclose material designated HIGHLY  
 23 CONFIDENTIAL – ATTORNEY EYES ONLY without further approval only to:

24           **4.3.1 For material designated HIGHLY CONFIDENTIAL –**  
 25 **ATTORNEY EYES ONLY by Plaintiffs or any third party,** the receiving  
 26 party's outside counsel of record in this action and employees of outside counsel  
 27 of record to whom it is reasonably necessary to disclose the information. For  
 28 material designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY

by Defendants, the law firms of Robinson Calcagnie Robinson Shapiro Davis, Inc. and Ahdoot & Wolfson, PC, and employees of those firms to whom it is reasonably necessary to disclose the information;

**4.3.2 The Court and its personnel;**

**4.3.3** Outside court reporters and their staff, professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary, and who have signed the Agreement to Be Bound (Exhibit A);

**4.3.4** Experts retained by the receiving party's outside counsel of record to whom disclosure is reasonably necessary, and who have signed the Agreement to Be Bound (Exhibit A); and

**4.3.5** The author or recipient of a document containing the material, or a custodian or other person who otherwise possessed or knew the information.

**5. PROSECUTION BAR**

Absent written consent from the designator, any individual who receives access to HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY information shall not be involved in the prosecution of patents or patent applications concerning the field of the invention of such information for the receiving party or its acquirer, successor, predecessor, or other affiliate during the pendency of this action and for three years after its conclusion, including any appeals. "Prosecution" means drafting, amending, advising on the content of, or otherwise affecting the scope or content of patent claims or specifications. These prohibitions shall not preclude counsel from participating in reexamination or *inter partes* review proceedings to challenge or defend the validity of any patent, but counsel may not participate in the drafting of amended claims in any such proceedings.

1     **6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
 2     **IN OTHER LITIGATION**

3     **6.1 Subpoenas and Court Orders.** This Order in no way excuses non-  
 4 compliance with a lawful subpoena or court order. The purpose of the duties described  
 5 in this section is to alert the interested parties to the existence of this Order and to give  
 6 the designator an opportunity to protect its confidentiality interests in the court where  
 7 the subpoena or order issued.

8     **6.2 Notification Requirement.** If a party is served with a subpoena or a court  
 9 order issued in other litigation that compels disclosure of any information or items  
 10 designated in this action as CONFIDENTIAL or HIGHLY CONFIDENTIAL –  
 11 ATTORNEY EYES ONLY, that party must:

12         **6.2.1** Promptly notify the designator in writing. Such notification shall  
 13 include a copy of the subpoena or court order;

14         **6.2.2** Promptly notify in writing the party who caused the subpoena or  
 15 order to issue in the other litigation that some or all of the material covered by  
 16 the subpoena or order is subject to this Order. Such notification shall include a  
 17 copy of this Order; and

18         **6.2.3** Cooperate with all reasonable procedures sought by the designator  
 19 whose material may be affected.

20     **6.3 Wait For Resolution of Protective Order.** If the designator timely seeks  
 21 a protective order, the party served with the subpoena or court order shall not produce  
 22 any information designated in this action as CONFIDENTIAL or HIGHLY  
 23 CONFIDENTIAL – ATTORNEY EYES ONLY before a determination by the court  
 24 where the subpoena or order issued, unless the party has obtained the designator's  
 25 permission. The designator shall bear the burden and expense of seeking protection of  
 26 its confidential material in that court.



1     **7. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

2             If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
3 designated material to any person or in any circumstance not authorized under this  
4 Order, it must immediately (1) notify in writing the designator of the unauthorized  
5 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the designated  
6 material, (3) inform the person or persons to whom unauthorized disclosures were  
7 made of all the terms of this Order, and (4) use reasonable efforts to have such person  
8 or persons execute the Agreement to Be Bound (Exhibit A).

9  
10     **8. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11     **PROTECTED MATERIAL**

12             When a producing party gives notice that certain inadvertently produced  
13 material is subject to a claim of privilege or other protection, the obligations of the  
14 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
15 This provision is not intended to modify whatever procedure may be established in an  
16 e-discovery order that provides for production without prior privilege review pursuant  
17 to Federal Rule of Evidence 502(d) and (e).

18  
19     **9. FILING UNDER SEAL**

20             Without written permission from the designator or a Court order, a party may  
21 not file in the public record in this action any designated material. A party seeking to  
22 file under seal any designated material must comply with L.R. 79-5.1. Filings may be  
23 made under seal only pursuant to a court order authorizing the sealing of the specific  
24 material at issue. The fact that a document has been designated under this Order is  
25 insufficient to justify filing under seal. Instead, parties must explain the basis for  
26 confidentiality of each document sought to be filed under seal. Because a party other  
27 than the designator will often be seeking to file designated material, cooperation  
28 between the parties in preparing, and in reducing the number and extent of, requests



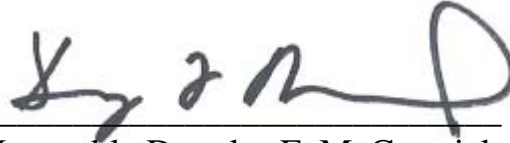
1 for under seal filing is essential. If a receiving party's request to file designated  
2 material under seal pursuant to L.R. 79-5.1 is denied by the Court, then the receiving  
3 party may file the material in the public record unless (1) the designator seeks  
4 reconsideration within 7 days of the denial, or (2) as otherwise instructed by the Court.

5  
6 **10. FINAL DISPOSITION**

7 Within 60 days after the final disposition of this action, each party shall return  
8 all designated material to the designator or destroy such material, including all copies,  
9 abstracts, compilations, summaries, and any other format reproducing or capturing any  
10 designated material. The receiving party must submit a written certification to the  
11 designator by the 60-day deadline that (1) identifies (by category, where appropriate)  
12 all the designated material that was returned or destroyed, and (2) affirms that the  
13 receiving party has not retained any copies, abstracts, compilations, summaries, or any  
14 other format reproducing or capturing any of the designated material. This provision  
15 shall not prevent counsel from retaining an archival copy of all pleadings, motion  
16 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
17 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
18 expert work product, even if such materials contain designated material. Any such  
19 archival copies remain subject to this Order.

20  
21 IT IS SO ORDERED.

22  
23 Dated: August 9, 2016

24   
Honorable Douglas F. McCormick  
United States Magistrate Judge

1 APPROVED AS TO FORM:

2 Dated: August 4, 2016

JONES DAY

3  
4  
5 By: /s/ Edward S. Chang  
6 Edward S. Chang  
Counsel for Defendant

7  
8 Dated: August 4, 2016

ADHOOT & WOLFSON, PC

9  
10 By: /s/ Tina Wolfson  
11 Tina Wolfson

12 ROBINSON CALCAGNIE ROBINSON  
13 SHAPIRO DAVIS, INC.

14 By: /s/ Daniel S. Robinson  
15 Daniel S. Robinson

16 Interim Co-Lead Counsel  
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**ATTESTATION OF FILER**

Pursuant to Local Rule 5-4.3.4, the undersigned filer hereby attests that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: August 4, 2016

/s/ Daniel S. Robinson  
Daniel S. Robinson

EXHIBIT A

AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Protective Order that was issued by the United States  
District Court for the Central District of California on \_\_\_\_\_ [date] in the  
case of *In Re Experian Data Breach Litigation*, No. SACV 15-1592 AG (DFMx). I  
agree to comply with and to be bound by all the terms of this Protective Order, and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment for contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Protective Order to any person or  
entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing this Order, even if such  
enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]

**CERTIFICATE OF SERVICE**

I hereby certify that on August 4 2016, I caused to be filed the foregoing STIPULATED AMENDED PROTECTIVE ORDER. This document is being filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: August 4, 2016

/s/ Daniel S. Robinson

Daniel S. Robinson